

1 BILL NO. R-97-12- ✓

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3 RESOLUTION NO. 90-97

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6 A RESOLUTION APPROVING A GRANT OF
7 EASEMENTS TO VARIOUS PRIVATE
8 UTILITIES

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10 WHEREAS, ordinances are pending before City Council to vacate the Clair
11 Street right-of-way, the Duck Street right-of-way, a portion of the Barr Street right-
12 of-way, a portion of the Calhoun Street right-of-way, and the right-of-way of an alley
13 which runs from Barr Street to Clinton Street between Duck Street and Superior
14 Street, as the rights-of-way have been or will soon be rendered useless by the
15 construction of Headwaters Park; said rights-of-way are depicted and described in
16 Exhibit A; and

17 WHEREAS, various private utilities require easements to replace the vacated
18 rights-of-way and afford them access to their overhead and or underground facilities,
19 to wit:

20 American Electric Power *Temporary Easement Clair Street Right-of-Way*

21 American Electric Power *Permanent Easement Barr Street Right-of-Way*

22 GTE *Permanent Easement Alley Right-of-Way*

23 NIPSCO *Permanent Easement Barr Street Right-of-Way*

24 Said easements are attached as Exhibit B; and

25 WHEREAS, on October 8, 1997, the Board of Works, the owner of all real
26 estate and rights-of-way in Headwaters Park, adopted a resolution approving the
27 granting of easements to the above-named utility companies and forwarding the
28 matter to City Council for its final approval; said resolution is attached as Exhibit C.

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1 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF
2 THE CITY OF FORT WAYNE, INDIANA:

3 SECTION 1. The Resolution of the Fort Wayne Board of Public Works
4 approving the granting of easements to American Electric Power Company, GTE,
5 and Northern Indiana Public Service Company is hereby approved, ratified, and
6 confirmed.
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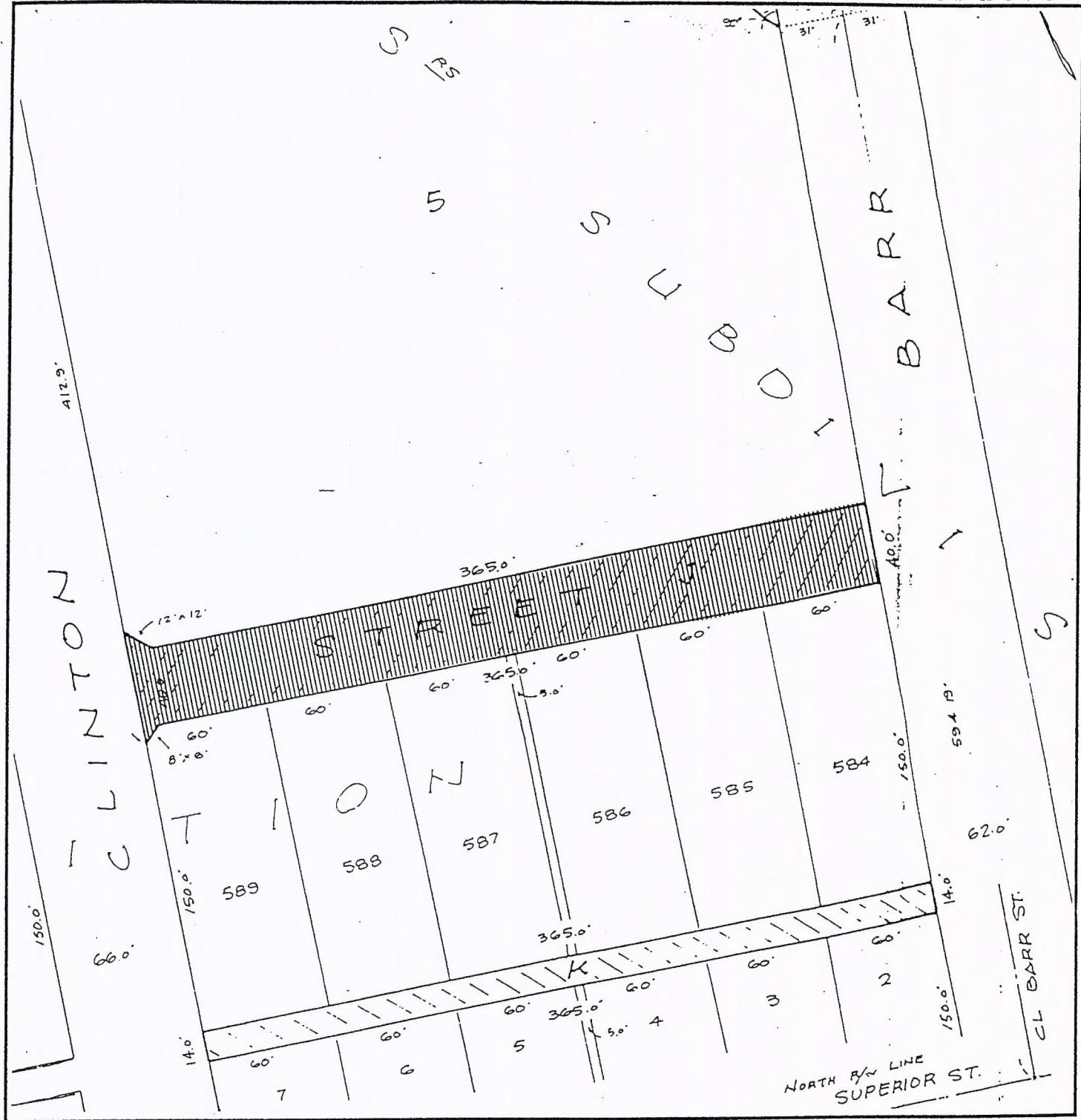
8 SECTION 2. This Resolution shall be in full force and effect from and after
9 its passage and approval by the Mayor.

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16 APPROVED AS TO FORM AND LEGALITY
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Leece Lavin
Council Member

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney



COUNCILMANIC DISTRICT NO. 1

Map No. M-10
LW 7-21-97

ANDERSON SURVEYING, INC.

1324 Henry Avenue
Fort Wayne, Indiana 46808
Phone: (219) 483-1724
Fax: (219) 482-6855

ANDERSON SURVEYING, INC.

1947 E. Schug Road
Columbia City, Indiana 46725
Phone: (219) 691-3425
Fax: (219) 691-3425

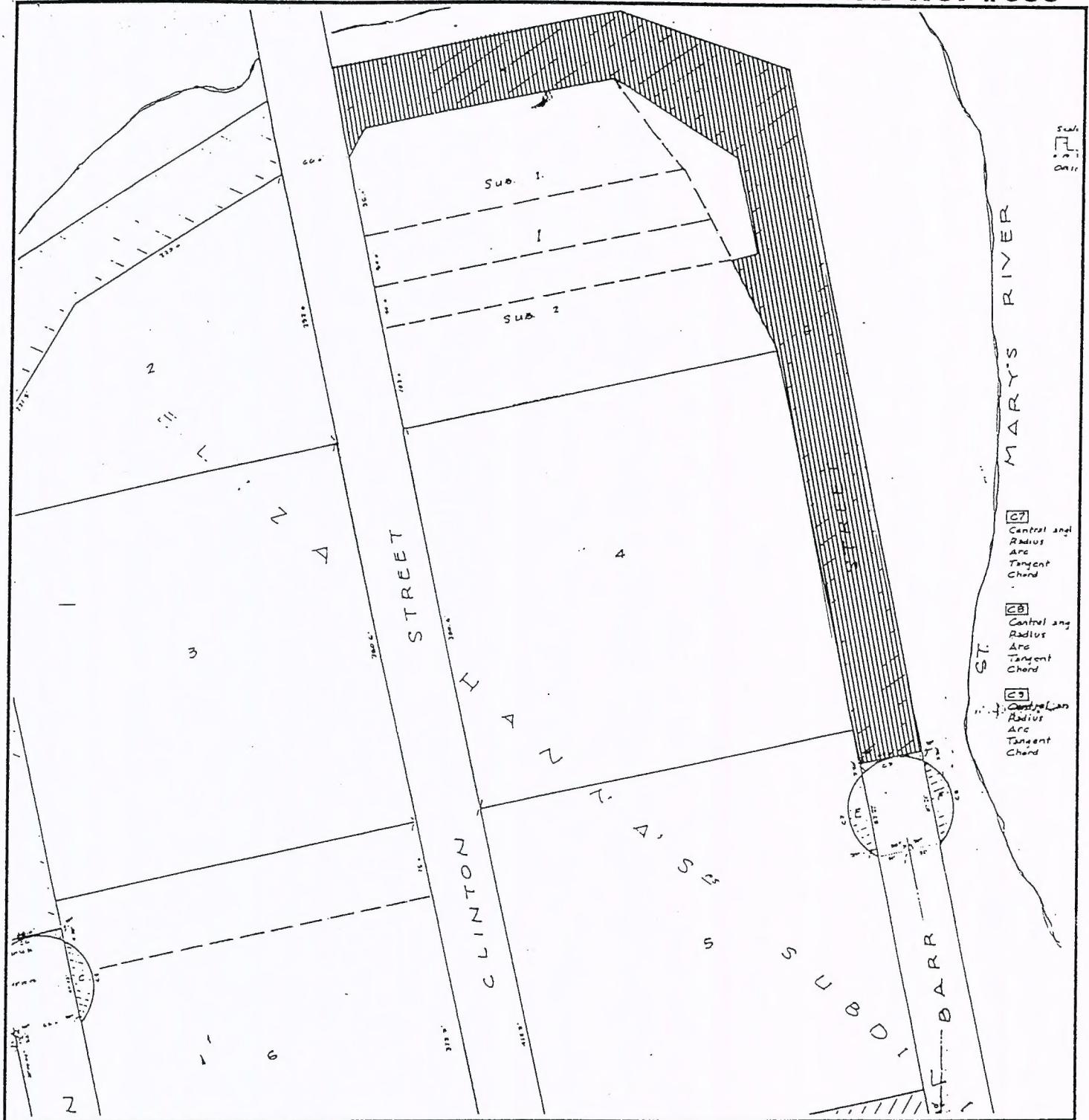
VACATION OF DUCK STREET BETWEEN CLINTON STREET AND BARR STREET- PARCEL "J"

Beginning at the northeasterly corner of Lot Numbered 584 in Hanna's Addition, as recorded in the plat thereof in the Office of the Recorder of Allen County, Indiana; thence southwesterly, along the southerly right-of-way line of Duck Street, to the easterly right-of-way line of Clinton Street; thence northwesterly, along the easterly right-of-way line of Clinton Street, to the northerly right-of-way line of Duck Street; thence southeasterly and northeasterly, along the northerly right-of-way line of Duck Street, to the westerly right-of-way line of Barr Street; thence southeasterly, along the westerly right-of-way line of Barr Street, to the point of beginning for this description.

Described this 27th day of June, 1997.

Surveyed for: Fort Wayne Redevelopment Commission

Survey Number: 97-02-170 J



COUNCILMANIC DISTRICT NO. 1

Map No. M-10
LW 7-21-97

ANDERSON SURVEYING, INC.

1324 Henry Avenue
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Phone: (219) 483-1724
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ANDERSON SURVEYING, INC.

1947 E. Schug Road
Columbia City, Indiana 46725
Phone: (219) 691-3425
Fax: (219) 691-3425

VACATION OF CALHOUN STREET NORTH OF CUL-DE-SAC TO CLINTON STREET - PARCEL "D"

Commencing at the northwesterly corner of Calhoun Street and Superior Street; thence northwesterly, along the westerly right-of-way line of Calhoun Street, a distance of 676.42 feet to the point of beginning for this description; thence northeasterly by a deflection angle to the right of 90 degrees 00 minutes 00 seconds, along a chord of a regular curve to the right, having a radius of 53.50 feet, a chord distance of 66.00 feet, a length of 71.12 feet and a central angle of 49 degree 45 minutes 35 seconds, to the easterly right-of-way line of Calhoun Street; thence northwesterly and northeasterly, along the easterly right-of-way line of Calhoun Street, to the westerly right-of-way line of Clinton Street; thence northwesterly, along the westerly right-of-way line of Clinton Street, to the northerly right-of-way line of Calhoun Street; thence southwesterly and southeasterly, along the westerly right-of-way line of Calhoun Street, to point of beginning for this description.

Described this 27th day of June, 1997.

Surveyed for: Fort Wayne Redevelopment Commission

Survey Number: 97-02-170 D

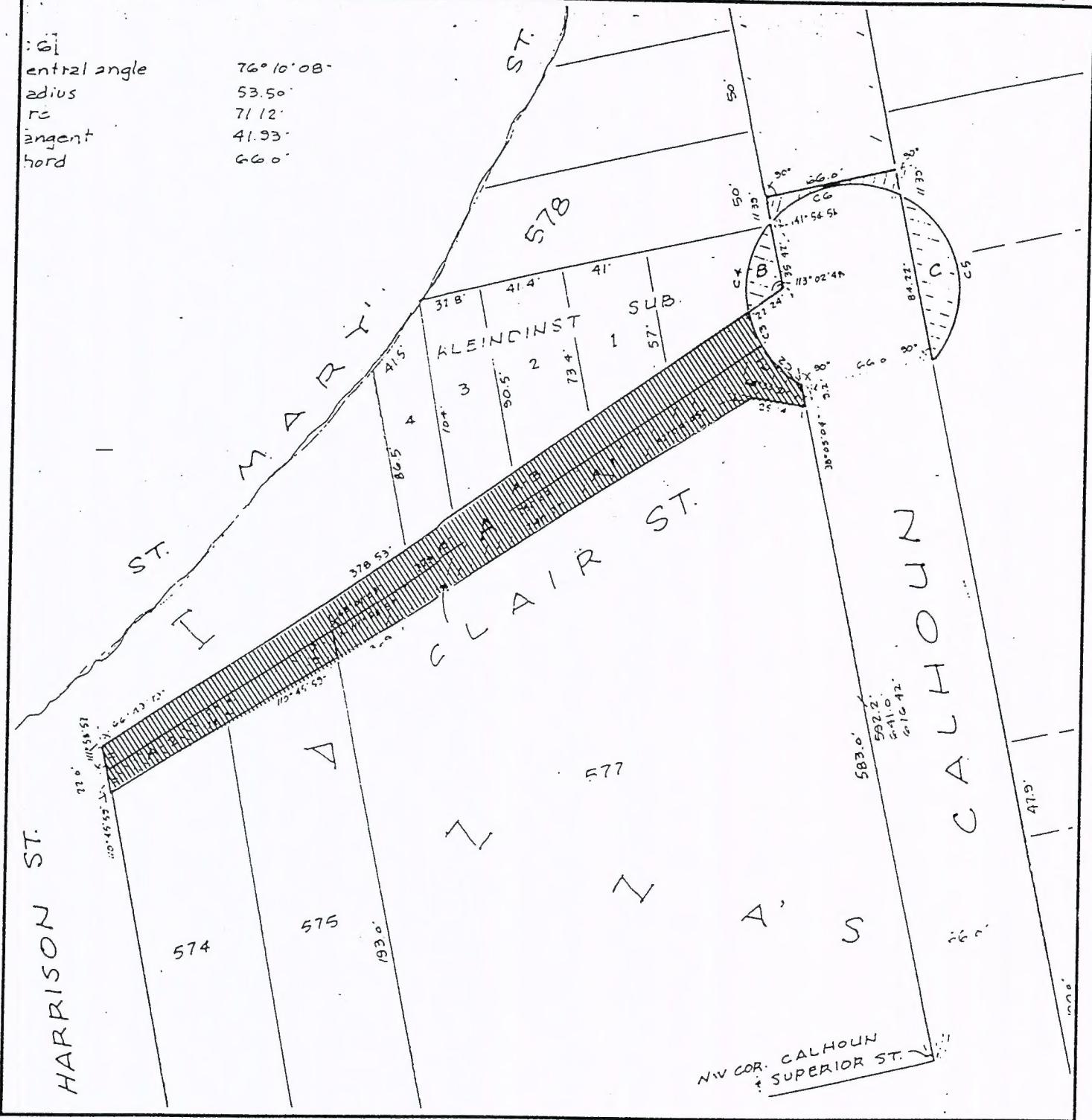
AREA MAP

EXHIBIT A3a

CASE NO. #634

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53.50°
71.12°
41.93°
66.0°



COUNCILMANIC DISTRICT NO. 5

Map No. M-10
LW 7-21-97

ANDERSON SURVEYING, INC.
1324 Henry Avenue
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Fax: (219) 482-6855

ANDERSON SURVEYING, INC.
1947 E. Schug Road
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Fax: (219) 691-3425

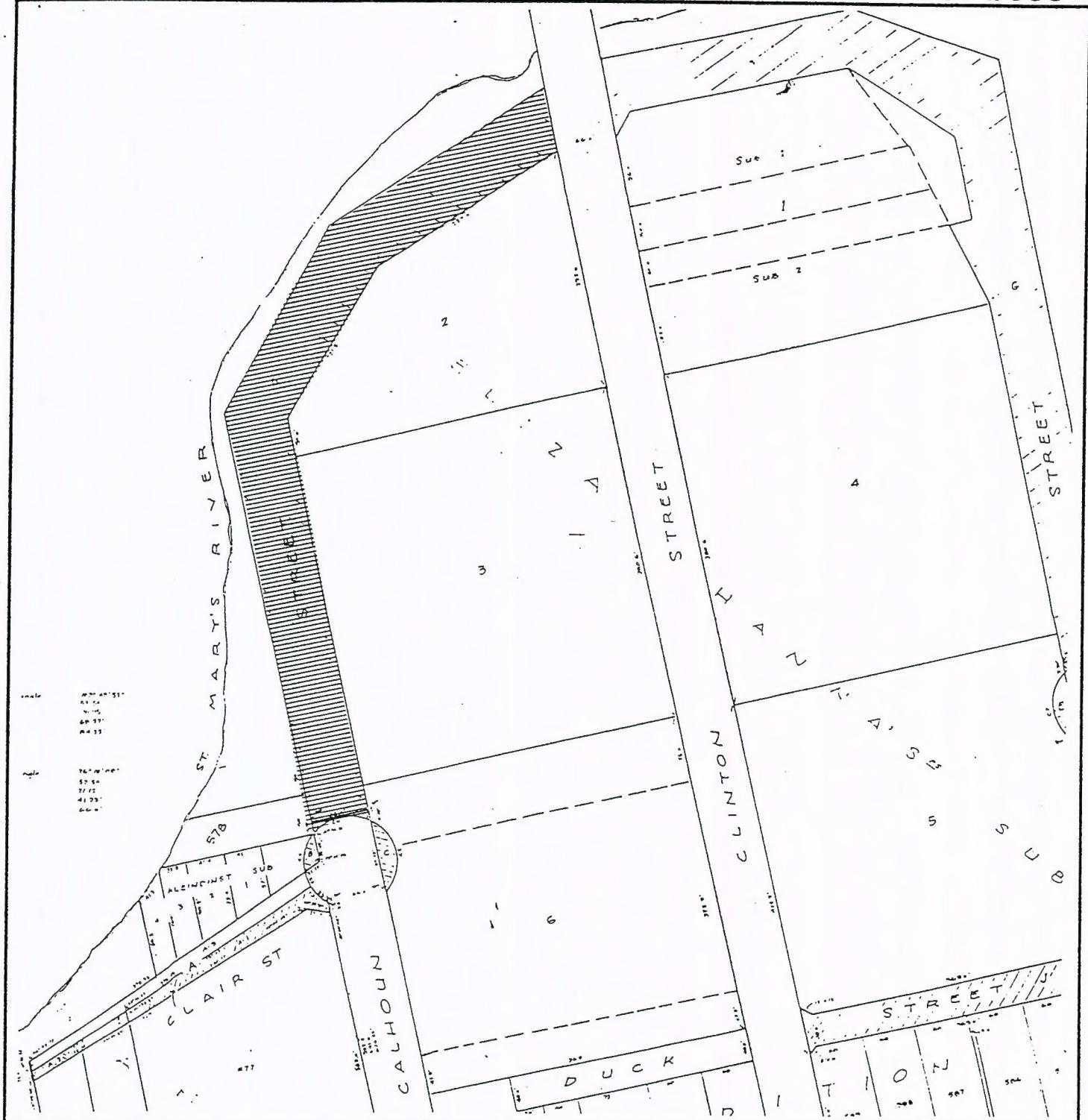
VACATION OF CLAIR STREET BETWEEN CALHOUN STREET AND HARRISON STREET - PARCEL "A"

Commencing at the northwesterly corner of Calhoun Street and Superior Street; thence northwesterly, along the westerly right-of-way line of Calhoun Street, a distance of 583.00 feet to the point of intersection of the southerly right-of-way line of Clair Street with the westerly right-of-way line of Calhoun Street and being the point of beginning for this description; thence northwesterly by a deflection angle to the left of 68 degrees 33 minutes 21 seconds, along the southerly right-of-way line of Clair Street, a distance of 25.14 feet; thence southwesterly by a deflection angle to the left of 42 degrees 04 minutes 45 seconds, along the southerly right-of-way line of Clair Street, a distance of 369.11 feet to the easterly right-of-way line of Harrison Street; thence northwesterly by a deflection angle to the right of 110 degrees 45 minutes 59 seconds, along the easterly right-of-way line of Harrison Street, a distance of 22.00 feet to the northerly right-of-way line of Clair Street; thence northeasterly by a deflection angle to the right of 66 degrees 49 minutes 19 seconds, along the northerly right-of-way line of Clair Street, a distance of 378.53 feet; thence southeasterly by a deflection angle to the right of 86 degrees 00 minutes 39 seconds, along a chord of a regular curve to the left, having a radius of 53.50 feet, a chord distance of 45.02, a length of 46.46 feet and a central angle of 49 degree 45 minutes 35 seconds, to the westerly right-of-way line of Calhoun Street; thence southeasterly, along the westerly right-of-way line of Calhoun Street, a distance of 9.20 feet to point of beginning for this description.

Described this 27th day of June, 1997.

Surveyed for: Fort Wayne Redevelopment Commission

Survey Number: 97-02-170 A



COUNCILMANIC DISTRICT NO. 1

Map No. M-10
LW 7-21-97

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1324 Henry Avenue
Fort Wayne, Indiana 46808
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ANDERSON SURVEYING, INC.

1947 E. Schug Road
Columbia City, Indiana 46725
Phone: (219) 691-3425
Fax: (219) 691-3425

VACATION OF BARR STREET NORTH OF CUL-DE-SAC TO CLINTON STREET - PARCEL "G"

Commencing at the point of intersection of the centerline of Barr Street with the northerly right-of-way line of Superior Street; thence northwesterly, along the center line of Barr Street, a distance of 594.19 feet; thence southwesterly by a deflection angle to the left of 90 degrees 00 minutes 00 seconds a distance of 31.00 feet to the westerly right-of-way line of Barr Street; thence northwesterly by a deflection angle to the left of 90 degrees 00 minutes 00 seconds, along the westerly right-of-line of Barr Street, a distance of 87.21 feet to the point of beginning for this description; thence northeasterly by a deflection angle to the right of 90 degrees 00 minutes 00 seconds, along a chord of a regular curve to the right, having a radius of 53.50 feet, a chord distance of 62.00 feet, a length of 66.13 feet and a central angle of 70 degrees 49 minutes 20 seconds, to the easterly right-of-way line of Barr Street; thence northwesterly and southwesterly, along the easterly right-of-way line of Barr Street, to the easterly right-of-way line of Clinton Street; thence southeasterly, along the easterly right-of-way line of Clinton Street, to the southerly right-of-way line of Barr Street; thence northeasterly and southeasterly, along the westerly right-of-way line of Barr Street to the point of beginning of this description.

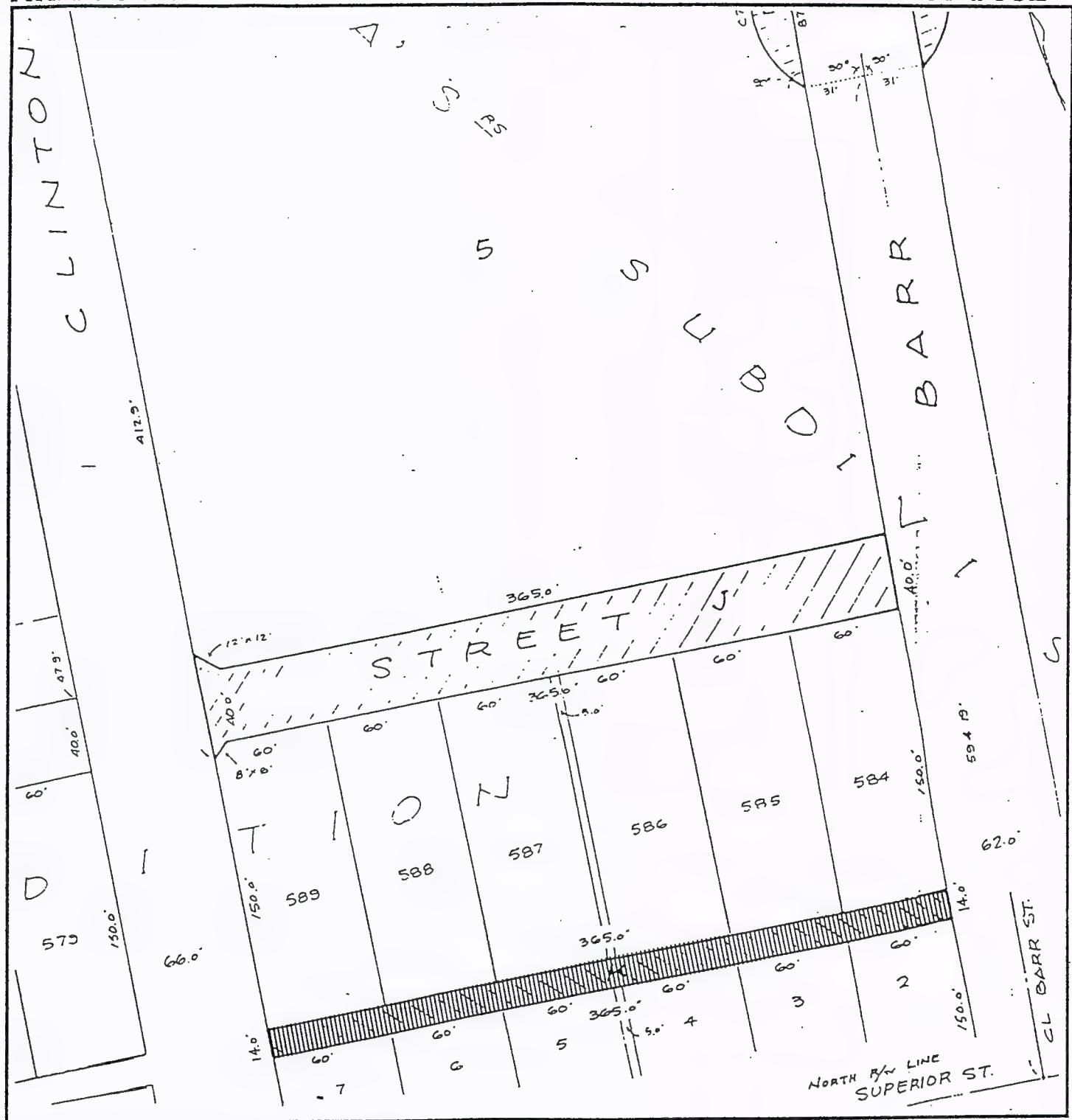
Described this 27th day of June, 1997.

Surveyed for: Fort Wayne Redevelopment Commission
Survey Number: 97-02-170 G

AREA MAP

EXHIBIT A5a

CASE NO. #632



COUNCILMANIC DISTRICT NO. 1

Map No. M-10
LW 7-21-97

ANDERSON SURVEYING, INC.
1324 Henry Avenue
Fort Wayne, Indiana 46808
Phone: (219) 483-1724
Fax: (219) 482-6855

ANDERSON SURVEYING, INC.
1947 E. Schug Road
Columbia City, Indiana 46725
Phone: (219) 691-3425
Fax: (219) 691-3425

VACATION OF ALLEY BETWEEN CLINTON STREET AND BARR STREET- PARCEL "K"

Beginning at the southeasterly corner of Lot Numbered 584 in Hanna's Addition, as recorded in the plat thereof in the Office of the Recorder of Allen County, Indiana; thence southeasterly, along the westerly right-of-way line of Barr Street, a distance of 14.00 feet to the northeasterly corner of Lot Numbered 2 in the Original Plat of Fort Wayne, as recorded in the plat thereof in the Office of the Recorder of Allen County, Indiana; thence southwesterly, along the northerly lines of Lots Numbered 2, 3, 4, 5, 6 and 7 in said Original Plat of Fort Wayne, to the easterly right-of-way line of Clinton Street; thence northwesterly, along the easterly right-of-way line of Clinton Street, a distance of 14.00 feet to the southwesterly corner of Lot Numbered 589 in said Hanna's Addition; thence northeasterly, along the southerly lines of Lots Numbered 589, 588, 587, 586, 585 and 584, in said Hanna's Addition, to the point of beginning for this description.

Described this 27th day of June, 1997.
Surveyed for: Fort Wayne Redevelopment Commission
Survey Number: 97-02-170 K

PERMANENT EASEMENT

THIS INDENTURE, made this _____ day of _____, 1997, between the City of Fort Wayne, whose address is 1 East Main Street, Room 900 City-County Building, Fort Wayne, Indiana 46802 (hereinafter called "Grantor"), and Indiana Michigan Power Company, a corporation authorized to do business in the State of Indiana, whose address is P.O. Box 60, Fort Wayne, Indiana 46801 (hereinafter called "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a permanent right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of underground facilities and equipment for the transmission of electrical energy, and for communication purposes in, on, along, under, across, and through the following described Premises situated in Wayne Township, County of Allen, State of Indiana, and being a part of Section 2, Township 30 North, and Range 12 East, to wit:

Commencing at the point of intersection of the centerline of Barr Street with the northerly right-of-way line of Superior Street; thence northwesterly, along the center line of Barr Street, a distance of 594.19 feet; thence southwesterly by a deflection angle to the left of 90 degrees 00 minutes 00 seconds a distance of 31.00 feet to the westerly right-of-way line of Barr Street; thence northwesterly by a deflection angle to the left of 90 degrees 00 minutes 00 seconds, along the westerly right-of-way line of Barr Street, a distance of 87.21 feet to the point of beginning for this description; thence northeasterly by a deflection angle to the right of 90 degrees 00 minutes 00 seconds, along a chord of a regular curve to the right, having a radius of 53.50 feet, a chord distance of 62.00 feet, a length of 66.13 feet and a central angle of 70 degrees 49 minutes 20 seconds, to the easterly right-of-way line of Barr Street; thence northwesterly and southwesterly, along the easterly right-of-way line of Barr Street, to the easterly right-of-way line of Clinton Street; thence southeasterly, along the easterly right-of-way line of Clinton Street, to the southerly right-of-way line of Barr Street; thence northeasterly and southeasterly, along the westerly right-of-way line of Barr Street to the point of beginning of this description.

TOGETHER with the right of ingress and egress to, from, and over said Premises.

Grantor warrants that no Indiana Gross Income Tax is due or payable as a result of this conveyance.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation, and maintenance of Grantee's facilities.

Grantor warrants that no structure or building, other than that in existence at the time of this conveyance, shall be erected upon said easement.

After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities, but does agree not to change elevation or grade, in existence at the time of this conveyance, within the area of said easement without prior written consent of Grantee, which consent shall not be unreasonably withheld.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed by its duly authorized officers on the day and date first above written.

CITY OF FORT WAYNE

Paul Helmke, MayorATTEST: _____
Sandra E. Kennedy, ClerkSTATE OF INDIANA)
)
COUNTY OF ALLEN) SS:Before me _____ (printed name of Notary), a Notary Public in
and for said County and State, this _____ day of _____, 1997, personally appeared
the above-named Paul Helmke and acknowledged the execution of the within instrument.IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Signature of Notary Public

My Commission expires: _____

I am a resident of _____ County

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:Before me _____ (printed name of Notary), a Notary Public in
and for said County and State, this _____ day of _____, 1997, personally appeared
the above-named Sandra Kennedy and acknowledged the execution of the within instrument.IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Signature of Notary Public

My Commission expires: _____

I am a resident of _____ County

This instrument was prepared by R. David Boyer, Attorney at Law, I.D. No. 2885-02.

TEMPORARY EASEMENT

This document will become null and void once the Line has been abandoned and removed.

THIS INDENTURE, made this _____ day of _____, 1997, between the City of Fort Wayne, whose address is 1 East Main Street, Room 900 City-County Building, Fort Wayne, Indiana 46802 (hereinafter called "Grantor"), and Indiana Michigan Power Company, a corporation authorized to do business in the State of Indiana, whose address is P.O. Box 60, Fort Wayne, Indiana 46801 (hereinafter called "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a temporary right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead facilities and equipment for the transmission of electrical energy, and for communication purposes in, on, along, over, across, and through the following described Premises situated in Wayne Township, County of Allen, State of Indiana, and being a part of Section 2, Township 30 North, and Range 12 East, to wit:

Commencing at the northwesterly corner of Calhoun Street and Superior Street; thence northwesterly, along the westerly right-of-way line of Calhoun Street, a distance of 583.00 feet to the point of intersection of the southerly right-of-way line of Clair Street with the westerly right-of-way line of Calhoun Street and being the point of beginning for this description; thence northwesterly by a deflection angle to the left of 68 degrees 33 minutes 21 seconds, along the southerly right-of-way line of Clair Street, a distance of 25.14 feet; thence southwesterly by a deflection angle to the left of 42 degrees 04 minutes 45 seconds, along the southerly right-of-way line of Clair Street, a distance of 369.11 feet to the easterly right-of-way line of Harrison Street; thence northwesterly by a deflection angle to the right of 110 degrees 45 minutes 59 seconds, along the easterly right-of-way line of Harrison Street, a distance of 22.00 feet to the northerly right-of-way line of Clair Street; thence northeasterly by a deflection angle to the right of 66 degrees 49 minutes 19 seconds, along the northerly right-of-way line of Clair Street, a distance of 378.53 feet; thence southeasterly by a deflection angle to the right of 86 degrees 00 minutes 39 seconds, along a chord of a regular curve to the left, having a radius of 53.50 feet, a chord distance of 45.02 feet, a length of 46.46 feet and a central angle of 49 degrees 45 minutes 35 seconds, to the westerly right-of-way line of Calhoun Street; thence southeasterly, along the westerly right-of-way line of Calhoun Street, a distance of 9.20 feet to point of beginning for this description.

TOGETHER with the right of ingress and egress to, from, and over said Premises.

Grantor warrants that no Indiana Gross Income Tax is due or payable as a result of this conveyance.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation, and maintenance of Grantee's facilities.

Grantor warrants that no structure or building, other than that in existence at the time of this conveyance, shall be erected upon said easement.

After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities, but does agree not to change elevation or grade, in existence at the time of this conveyance, within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed by its duly authorized officers on the day and date first above written.

CITY OF FORT WAYNE

Paul Helmke, MayorATTEST: _____
Sandra E. Kennedy, Clerk

This instrument was prepared by R. David Boyer, Attorney at Law, I.D. Number 2885-02.

STATE OF INDIANA)
)
COUNTY OF ALLEN)
)Before me _____ (printed name of Notary), a Notary Public in and for
said County and State, this _____ day of _____, 1997, personally appeared the above-named
Paul Helmke and acknowledged the execution of the within instrument.IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above
written.

Signature of Notary Public

My Commission expires: _____

I am a resident of _____ County

STATE OF INDIANA)
)
COUNTY OF ALLEN)
)Before me _____ (printed name of Notary), a Notary Public in and for
said County and State, this _____ day of _____, 1997, personally appeared the above-named
Sandra E. Kennedy and acknowledged the execution of the within instrument.IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above
written.

Signature of Notary Public

My Commission expires: _____

I am a resident of _____ County

PERMANENT EASEMENT

THIS INDENTURE, made this _____ day of _____, 1997, between the City of Fort Wayne, Board of Public Works, whose address is 1 East Main Street, Room 920 City-County Building, Fort Wayne, Indiana 46802 (hereinafter called "Grantor"), and General Telephone Company, a corporation authorized to do business in the State of Indiana, whose address is 8001 West Jefferson Blvd., Fort Wayne, Indiana 46804 (hereinafter called "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a permanent right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of underground facilities and equipment for communication purposes in, on, along, under, across, and through the following described Premises situated in Wayne Township, County of Allen, State of Indiana, and being a part of Section 2, Township 30 North, and Range 12 East, to wit:

Beginning at the southeasterly corner of Lot Numbered 584 in Hanna's Addition, as recorded in the plat thereof in the Office of the Recorder of Allen County, Indiana; thence southeasterly, along the westerly right-of-way line of Barr Street, a distance of 14.00 feet to the northeasterly corner of Lot Numbered 2 in the Original Plat of Fort Wayne, as recorded in the plat thereof in the Office of the Recorder of Allen County, Indiana; thence southwesterly, along the northerly lines of Lots Numbered 2, 3, 4, 5, 6, and 7 in said Original Plat of Fort Wayne, to the easterly right-of-way line of Clinton Street; thence northwesterly, along the easterly right-of-way line of Clinton Street, a distance of 14.00 feet to the southwesterly corner of Lot Numbered 589 in said Hanna's Addition; thence northeasterly, along the southerly lines of Lots Numbered 589, 588, 587, 586, 585 and 584, in said Hanna's Addition, to the point of beginning for this description.

TOGETHER with the right of ingress and egress to, from, and over said Premises.

Grantor warrants that no Indiana Gross Income Tax is due or payable as a result of this conveyance.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation, and maintenance of Grantee's facilities.

Grantor warrants that no structure or building, other than that in existence at the time of this conveyance, shall be erected upon said easement.

After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities, but does agree not to change elevation or grade, in existence at the time of this conveyance, within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed by its duly authorized officers on the day and date first above written.

CITY OF FORT WAYNE

Paul Helmke, MayorATTEST: _____
Sandra E. Kennedy, Clerk

This instrument was prepared by R. David Boyer, Attorney at Law, I.D. Number 2885-02.

STATE OF INDIANA)
)
COUNTY OF ALLEN)
)Before me _____ (printed name of Notary), a Notary Public in
and for said County and State, this _____ day of _____, 1997, personally appeared
the above-named Paul Helmke and acknowledged the execution of the within instrument.IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Signature of Notary Public

My Commission expires: _____

I am a resident of _____ County

STATE OF INDIANA)
)
COUNTY OF ALLEN)
)Before me _____ (printed name of Notary), a Notary Public in
and for said County and State, this _____ day of _____, 1997, personally appeared
the above-named Sandra E. Kennedy and acknowledged the execution of the within instrument.IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Signature of Notary Public

My Commission expires: _____

I am a resident of _____ County

PERMANENT EASEMENT

THIS INDENTURE, made this _____ day of _____, 1997, between the City of Fort Wayne, Board of Public Works, whose address is 1 East Main Street, Room 920 City-County Building, Fort Wayne, Indiana 46802 (hereinafter called "Grantor"), and Northern Indiana Public Service Company, a corporation authorized to do business in the State of Indiana, whose address is 1501 Hale Avenue, Fort Wayne, Indiana 46802 (hereinafter called "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a permanent right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of underground facilities and equipment for the transmission of natural gas in, on, along, under, across, and through the following described Premises situated in Wayne Township, County of Allen, State of Indiana, and being a part of Section 2, Township 30 North, and Range 12 East, to wit:

Commencing at the point of intersection of the centerline of Barr Street with the northerly right-of-way line of Superior Street; thence northwesterly, along the center line of Barr Street, a distance of 594.19 feet; thence southwesterly by a deflection angle to the left of 90 degrees 00 minutes 00 seconds a distance of 31.00 feet to the westerly right-of-way line of Barr Street; thence northwesterly by a deflection angle to the left of 90 degrees 00 minutes 00 seconds, along the westerly right-of-way line of Barr Street, a distance of 87.21 feet to the point of beginning for this description; thence northeasterly by a deflection angle to the right of 90 degrees 00 minutes 00 seconds, along a chord of a regular curve to the right, having a radius of 53.50 feet, a chord distance of 62.00 feet, a length of 66.13 feet and a central angle of 70 degrees 49 minutes 20 seconds, to the easterly right-of-way line of Barr Street; thence northwesterly and southwesterly, along the easterly right-of-way line of Barr Street, to the easterly right-of-way line of Clinton Street; thence southeasterly, along the easterly right-of-way line of Clinton Street, to the southerly right-of-way line of Barr Street; thence northeasterly and southeasterly, along the westerly right-of-way line of Barr Street to the point of beginning of this description.

TOGETHER with the right of ingress and egress to, from, and over said Premises.

Grantor warrants that no Indiana Gross Income Tax is due or payable as a result of this conveyance.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation, and maintenance of Grantee's facilities.

Grantor warrants that no structure or building, other than that in existence at the time of this conveyance, shall be erected upon said easement.

After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities, but does agree not to change elevation or grade, in existence at the time of this conveyance, within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed by its duly authorized officers on the day and date first above written.

CITY OF FORT WAYNE

Paul Helmke, Mayor

ATTEST: _____
Sandra E. Kennedy, Clerk

This instrument was prepared by R. David Boyer, Attorney at Law, I.D. Number 2885-02.

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:
)

Before me _____ (printed name of Notary), a Notary Public in
and for said County and State, this _____ day of _____, 1997, personally appeared
the above-named Paul Helmke and acknowledged the execution of the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Signature of Notary Public

My Commission expires: _____

I am a resident of _____ County

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:
)

Before me _____ (printed name of Notary), a Notary Public in
and for said County and State, this _____ day of _____, 1997, personally appeared
the above-named Sandra E. Kennedy and acknowledged the execution of the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Signature of Notary Public

My Commission expires: _____

I am a resident of _____ County

FORT WAYNE BOARD OF PUBLIC WORKS

RESOLUTION NUMBER 84-161-7

RESOLUTION APPROVING THE GRANTING OF A PERMANENT EASEMENT TO JEFFERSON SMURFIT CORPORATION DUE TO THE VACATION OF THE CLAIR STREET RIGHT-OF-WAY IN HEADWATERS PARK

WHEREAS, the Fort Wayne Board of Public Works has acquired certain lands in the City of Fort Wayne for the purpose of flood control and the use of parts thereof for a public park known as Headwaters Park; and

WHEREAS, the Board of Public Works is the purchasing agent pursuant to I.C. 36-1-1.5-3 for the purpose of effecting such acquisition; and

WHEREAS, the Board of Public Works has employed the Fort Wayne Redevelopment Commission as its agent in the negotiation for and purchase of such real estate, relocation, environmental remediation, demolition, and other functions in aid of acquisition and site preparation; and

WHEREAS, construction of Headwaters Park has rendered useless the Clair Street right-of-way, which right-of-way is more particularly described in Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, Redevelopment Commission has petitioned on behalf of the Board of Works for the vacation of the Clair Street right-of-way; and

WHEREAS, through the normal vacation process, adjoining real estate owners were notified of the proposed vacation, and Jefferson Smurfit Corporation has responded, saying that it requires an easement to maintain vehicular access to its loading dock and waste receptacle; and

WHEREAS, Redevelopment Commission staff recommends that the Board of Works grant to Jefferson Smurfit Corporation the easement described in Exhibit B, attached hereto and incorporated by reference herein; and

WHEREAS, in return for the granting of said easement, Jefferson Smurfit Corporation has agreed to convey by quit claim deed to the Board of Works that portion of the Clair Street right-of-way to which it would be entitled by virtue of the proposed vacation; and

WHEREAS, the grant of easement document has been prepared by the Board of Works' legal counsel and is attached as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that:

1. The Board of Works hereby approves the conveyance of the herein-described easements to Jefferson Smurfit Corporation.
2. The grant of easement document is hereby approved and referred to the Fort Wayne Common Council for approval and signature by the Mayor and City Clerk.

Resolved this 8 day of October, 1997.

FORT WAYNE BOARD OF PUBLIC WORKS

Linda Buskirk
Linda Buskirk, Director

C. James Owen
C. James Owen, Member

John Stafford
John Stafford, Member

ATTEST: Patricia J. Crick
Patricia J. Crick, Clerk

DIGEST SHEET

TITLE OF ORDINANCE UTILITY EASEMENTS

DEPARTMENT REQUESTING ORDINANCE REDEVELOPMENT

SYNOPSIS OF ORDINANCE GRANTS A TEMPORARY EASEMENT TO AEP ALONG CLAIR STREET; A PERMANENT EASEMENT TO AEP ALONG A PORTION OF BARR STREET; A PERMANENT EASEMENT TO NIPSCO ALONG A PORTION OF BARR STREET; AND A PERMANENT EASEMENT TO GTE ALONG AND ALLEY THAT RUNS FROM BARR STREET TO CLINTON STREET BETWEEN DUCK STREET AND SUPERIOR STREET.
EASEMENTS ARE NECESSARY DUE TO THE PENDING VACATION OF THE ABOVE-NAMED RIGHTS-OF-WAY.

EFFECT OF PASSAGE EASEMENTS ARE GRANTED UPON SIGNATURE BY MAYOR AND CITY CLERK.

EFFECT OF NON-PASSAGE EASEMENTS CANNOT BE GRANTED. VACATION OF RIGHTS OF WAY CANNOT BE FINALIZED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) —
NONE

ASSIGNED TO COMMITTEE (PRESIDENT) _____



FORT WAYNE REDEVELOPMENT COMMISSION

TO: Members of the Fort Wayne Common Council

FROM: Ronald R. Fletcher, Executive Director, Fort Wayne Redevelopment Commission

DATE: December 5, 1997

SUBJECT: Grant of Temporary and Permanent Easements to Private Utilities

BACKGROUND

Ordinances are pending before City Council to vacate the Clair Street right-of-way, the Duck Street right-of-way, a portion of the Barr Street right-of-way, a portion of the Calhoun Street right-of-way, and the right-of-way of an alley which runs from Barr Street to Clinton Street between Duck Street and Superior Street. The rights-of-way have been or will soon be rendered useless by construction of Headwaters Park. Various private utilities require easements to replace the rights-of-way and afford them access to their overhead and underground facilities, to wit:

American Electric Power	Temporary Easement	Clair Street Right-of-Way
American Electric Power	Permanent Easement	Barr Street Right-of-Way
GTE	Permanent Easement	Alley Right-of-Way
NIPSCO	Permanent Easement	Barr Street Right-of-Way

On October 8, 1997, the Board of Works, the owner of all real estate and rights-of-way in Headwaters Park, approved the action and forwarded the matter to City Council for its final approval.

HIGHLIGHTS OF THE PROPOSED ORDINANCE

The proposed resolution approves granting easements to the above-named utility companies across the respective rights-of-way.

RECOMMENDATION

I recommend that Council adopt the attached resolution. Approval will allow the vacation of the above-named rights-of-way to be finalized.

Read the first time in full and on motion by Darone,
and duly adopted, read the second time by title and referred to the Committee on
Development, (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____, 19_____, at _____,
the _____ day of _____, o'clock _____ M., E.S.T.

DATED: 12-9-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____,
and duly adopted, placed on its passage. PASSED LOST
by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT
	<u>8</u>			<u>1</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS				<u>✓</u>
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT				

DATED: 12-16-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL)
(ZONING) ORDINANCE RESOLUTION NO. R-90-97

on the 16th day of December, 1997

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

ATTEST: SEAL

PRESIDING OFFICER Sandra E. Kennedy

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
17th day of December, 1997,

at the hour of 3:00, o'clock M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 22nd day
of December, 1997, at the hour of 3:00
o'clock M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. R-97-12-14

REPORT OF THE COMMITTEE ON REGULATIONS

REBECCA J. RAVINE - THOMAS E. HAYHURST - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON REGULATIONS REFERRED AN (ORDINANCE) (RESOLUTION) approving a grant of easements to whom was to various private utilities

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DO PASS **DO NOT PASS** **ABSTAIN** **NO RECC**

Celeste Savine
John D. Crimby
Dedre Hill
D. Silman
Thomas Hawthorne
Martin G. Bengtson
Mike Jones
Don P. Henry

DATED :

Sandra E. Kennedy
City Clerk